

**IN THE UNITED STATES DISTRICT COURT FOR  
THE DISTRICT OF MARYLAND**

**HERBERT LEAF, JR.  
2825 Glenwood Springs Drive  
Glenwood, Maryland 21738**

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**and**

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**CASE NO.:**

**HERBERT AND SHEILA LEAF  
JOINTLY AS HUSBAND AND WIFE  
2825 Glenwood Springs Drive  
Glenwood, Maryland 21738**

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**Plaintiffs**

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**v.**

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**TIMOTHY LYNN DILLON  
22 Railroad Avenue  
Red Lion, Pennsylvania 17356**

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\*

**and**

\*

**LESHER LEASING, INC.  
27<sup>th</sup> and Cumberland Street  
Lebanon, Pennsylvania 17042**

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**SERVE ON PRESIDENT:  
DONALD W. LESHER, JR.  
27<sup>th</sup> and Cumberland Street  
Lebanon, Pennsylvania 17042**

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**and**

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**KEYSTONE TRANSPORT SYSTEMS, INC.  
160 Lamont Street  
New Cumberland, Pennsylvania 17070**

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**SERVE ON PRESIDENT:  
ART KRALL  
160 Lamont Street  
New Cumberland, Pennsylvania 17070**

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**Defendants**

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**COMPLAINT AND REQUEST FOR JURY TRIAL**

Plaintiffs, Herbert Leaf, Jr., and Herbert Leaf and Gloria Leaf, by their attorneys, H. Russell Smouse, Frederic C. Heyman and the Law Offices of Peter G. Angelos, file the Complaint and Demand for Jury Trial against Defendants Timothy Lynn Dillon, Leshar Leasing, Inc., and Keystone Transport Systems, Inc., jointly and severally, and as reasons therefor state the following:

**JURISDICTION/VENUE**

1. The cause of action arose from a vehicular collision in Carroll County, Maryland.
2. This civil action may be brought in this Court as the parties are of diverse citizenship and the amount in controversy exceeds \$75,000.00.

**COUNT ONE**

**Negligence**

3. On December 8, 2004, at approximately 1:14 p.m., the Plaintiff was a belted driver of a vehicle properly and lawfully traveling northbound on Route 97 at or near its intersection with Route 26 in Carroll County, Maryland. At all times relevant hereto, the Plaintiff was the favored driver.

4. On or about the same date and time, Defendant Timothy Lynn Dillon, agent, servant and/or employee of Defendant Leshar Leasing, Inc. and/or Keystone Transport Systems, Inc. was operating a motor vehicle owned by Defendant Leshar Leasing, Inc. and/or Keystone Transport Systems, Inc. in a southbound direction on Route 97 at or near its intersection with Route 26 in Carroll County, Maryland. Accordingly, Defendants Leshar Leasing, Inc. and/or Keystone Transport Systems, Inc. are responsible for the acts, omissions, or commissions of Defendant Timothy Lynn Dillon under the doctrine of *respondeat superior*.

5. The intersection of Route 97 at this aforesaid intersection flows in a slight northeast/southwest direction. Northbound Route 97 is a single lane roadway with a separate transition lane to the right. The northbound lane and the transition lane are divided with a white solid line. The northbound roadway consists of a single lane north of the intersection, which continues south of the intersection and is then joined with a transition lane to its right. The two southbound lanes south of the intersection are divided with white hash marks. The roadway itself is divided in the center with double yellow lines. Each roadside edge is bordered with a white solid fog line. There are no shoulders. The ramp at this intersection contains two lanes in each direction divided by a double yellow line as well as bordered with a white solid fog line.

6. On the date and time aforesaid, suddenly and without warning, Defendant Dillon, while traveling northbound on Interstate 97, and directly in the path of the vehicle being operated by the Plaintiff, attempted to make a left hand turn onto the westbound ramp to Route 26 and, then and there, failed to yield the right of way to the Plaintiff at the aforesaid intersection, causing the Plaintiff's vehicle to strike the front and passenger side of the Defendant's vehicle, thus causing severe personal injury to the Plaintiff and significant damage to his motor vehicle. Subsequent to the referenced collision, and as a direct and proximate result thereof, the Plaintiff's vehicle was caused to overturn, collide with a light pole, and collide with other vehicles lawfully traveling on the roadway.

7. Defendant Dillon was negligent in failing to exercise reasonable care by among other things, failing to yield the right of way to the vehicle being operated by the Plaintiff, in contravention of Maryland's Transportation Article, Title 21, Subtitle 402, sections (a) and/or (b), failing to keep a proper lookout, failing to maintain proper control of his vehicle, failing to control

his speed and his vehicle to avoid a collision, and in all other respects was careless and reckless in the operation of his motor vehicle.

8. The Plaintiff in no way contributed to the cause of this collision.

9. As a direct and proximate result of the negligence of Defendant Dillon, and the collision resulting therefrom, Plaintiff was caused to sustain serious, painful and permanent injuries to his person and property damage to his motor vehicle.

10. As a direct and proximate result of the aforesaid personal injuries, the Plaintiff has been damaged as follows:

a. has suffered and will continue to suffer considerable physical and emotional pain and suffering;

b. was obligated to obtain and continues to be obligated to obtain hospital and medical care and treatment for injuries and damages sustained and thus, has incurred and will continue to incur substantial medical expenses in the future;

c. has been prevented and continues to be prevented from engaging in his usual endeavors, pastimes and pursuits in which he would have engaged but for the aforementioned injuries;

d. has been caused to suffer and sustain a loss of earnings;

e. and in all respects has been injured and damaged

WHEREFORE, the Plaintiff, Herbert Leaf, Jr. demands judgment against Defendants Timothy Lynn Dillon, Leshar Leasing, Inc., and Keystone Transport Systems, Inc. jointly and severally, in the sum of Nine Hundred Thousand Dollars (\$900,000.00) in compensatory damages, with interest and costs.

**COUNT TWO**

**Loss of Consortium**

11. Plaintiffs Herbert and Gloria Leaf, adopt by reference the allegations contained in paragraphs 1 - 10 herein above, with the same effect as if herein fully set forth.

12. Plaintiffs were, at all times pertinent hereto husband and wife, and continue to be husband and wife.

13. The negligent conduct of Defendants, more specifically described hereinabove, caused injury to the marital relationship of the Plaintiffs a loss of society, affection, assistance, companionship, and loss of sexual relations.

WHEREFORE, Plaintiffs, Herbert and Gloria Leaf, as husband and wife, demand judgement against Defendants Timothy Lynn Dillon, Leshar Leasing, Inc., and Keystone Transport Systems, Inc. jointly and severally, in the amount of One Hundred and Fifty Thousand (\$150,000.00) in compensatory damages, with interest and costs.

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H. Russell Smouse  
Federal Bar No. 01637

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Frederic C. Heyman  
Federal Bar No. 06013

LAW OFFICES OF PETER G. ANGELOS  
*A Professional Corporation*  
One Charles Center  
100 North Charles Street, 21<sup>st</sup> Floor  
Baltimore, Maryland 21201  
410-649-2000

*Attorneys for Plaintiffs*

**REQUEST FOR JURY TRIAL**

Plaintiff requests to have the above-captioned case tried before a jury.

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Frederic C. Heyman  
Federal Bar No. 06013